

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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US DISTRICT COURT E.D.N.Y.
★ MAR 20 2019 ★
BROOKLYN OFFICE

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DISH NETWORK L.L.C.

Plaintiff,

v.

GOYAL GROUP INC. et al.,

Defendants.
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Case No. 18-cv-3857

**FINAL JUDGMENT AND PERMANENT
INJUNCTION**

Having considered the Stipulation for Entry of Final Judgment and Permanent Injunction filed by Plaintiff DISH Network L.L.C ("DISH") and Defendants ABC 1 NYC Inc., RS NYC 1 Inc., ABC Wireless 2, Inc., Nearaj Bhalla, Sonam Sangpo, and Lomanthang Inc. ("Defendants"), and good cause appearing, the Court approves the stipulation and ORDERS as follows:

1. Judgment is entered for DISH on Count I of the First Amended Complaint (Dkt. 45), which alleges Defendants contributorily infringed DISH's copyrights in violation of the Copyright Act and 17 U.S.C. § 501.

2. The Court is informed that DISH and Defendants have entered into a confidential settlement agreement including Defendants' payment of a confidential settlement sum, and therefore no damages are awarded in this Order.

3. For purposes of this order, "Protected Channels" means Aaj Tak, Aastha, Aastha Bhajan, Al Arabiya, Al Hayah 1, Al Jazeera Arabic News, Al Jazeera Mubasher, ARY Digital, ARY News, ATN Bangla, ATN News, B4U Movies, B4U Music, Channel-i, Dunya TV, Express News, Express Entertainment, Geo TV, Geo News, Future TV, Hum Masala, Hum Sitaray, Hum TV, Iqraa, LBC, MBC1, MBC Drama, MBC Kids (a/k/a MBC3), MBC Masr, Murr TV (aka MTV Lebanon), New TV (a/k/a Al Jadeed), NTV Bangla, OTV, Sahara One, Sahara Samay, and Times Now.

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4. Defendants and any of their affiliates, officers, agents, servants, employees, attorneys, or other persons acting in active concert or participation with any of the foregoing that receives actual notice of this order, are hereby permanently enjoined from:

a. reproducing, copying, transmitting, streaming, distributing, or publicly performing in the United States, by means of any device or process, any of the Protected Channels or any of the programming that comprises or appears on the Protected Channels;

b. distributing, providing, selling, or promoting any product, or service, including Shava TV set-top boxes and television subscription services and any other set-top boxes and television subscription services, that reproduce, copy, transmit, stream, distribute, or publicly perform any of the Protected Channels or any of the programming that comprises or appears on any of the Protected Channels in the United States, unless authorized by DISH in a written agreement; and

c. otherwise infringing DISH's rights in any of the Protected Channels, either directly, contributorily, vicariously, or in any other manner.

5. This permanent injunction takes effect immediately.

6. Each party is to bear its own attorney's fees and costs.

7. The Court retains jurisdiction over this action for the purpose of DISH's claims against co-defendants Goyal Group Inc., Chandra Goyal, Rana Technology Inc., Mohammad Rana, and enforcing this Order.

It is so ordered.

SIGNED on March 15, 2019

/S/ USDJ ERIC N. VITALIANO

Eric N. Vitaliano
United States District Judge